

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

ASSUREDPARTNERS OF OREGON, LLC,
d/b/a ALLIANCE INSURANCE GROUP
& ALLIANCE SENIOR LIVING

Plaintiff,

v.

G. SCOTT REESE, et al.,

Defendants.

Case No. 6:22-cv-00673-MC

**[PROPOSED] STIPULATED
PERMANENT INJUNCTION**

STIPULATED PERMANENT INJUNCTION

WHEREAS, on May 9, 2022, Plaintiff AssuredPartners of Oregon, LLC d/b/a Alliance Insurance Group & Alliance Senior Living (“AP”) filed the above-captioned action against Defendants G. Scott Reese (“Scott Reese”); Susan Reese; and S&S Investments Management, LLC, (“S&S”), asserting claims, as later amended, for declaratory judgment; breach of contract; breach of fiduciary duty; promissory estoppel; unjust enrichment; money had and received; conversion; and temporary, preliminary, and permanent injunction (hereafter, the “Claims”);

WHEREAS, on May 18, 2022, the Court entered a Stipulated Preliminary Injunction (ECF 20) against Scott Reese, Susan Reese, and S&S (collectively, the “Reese Defendants”);

WHEREAS, AP and the Reese Defendants (collectively, the “Parties”) now wish to stipulate and agree to the issuance of a permanent injunction as set forth herein, and agree to request that the Court so order;

THEREFORE, the Parties stipulate and agree as follows:

1. Scope of Application. This Stipulated Permanent Injunction applies to each of the Reese Defendants individually, together with their respective employees, agents and assigns, and

any persons or entities acting in concert or participation with any of them who receive actual notice of this Stipulated Permanent Injunction after its entry by the Court.

2. Duration. This Stipulated Permanent Injunction shall remain in effect until May 9, 2024.

3. Restricted Activities. The Reese Defendants, and each of them, shall refrain from the following:

(a) Confidentiality. The Reese Defendants shall not directly or indirectly use or disclose AP's "Confidential Information," defined to include all confidential, proprietary, and/or nonpublic information, whether or not in a written or recorded form, concerning the business or affairs of AP, including but not limited to: (i) AP's clients, prospective clients, acquisition targets, vendors, insurance carriers, policy forms, rating information, expiration dates, and/or contracts or arrangements (including special terms and deals); (ii) AP's financial condition, results of operations, marketing plans, business plans, operations, pricing, promotions, and business strategies and methods; and (iii) services and products offered by AP to its clients or prospective clients, including, but not limited to, policy forms, rating information, expiration dates, information on risk characteristics, and information concerning insurance markets for large or unusual risks. Confidential Information does not include information that lawfully is or becomes publicly known outside of AP and its affiliates other than through a violation of law, contract, or other obligation. The term "indirectly" used in this section and throughout this Stipulated Protective Order means to knowingly use another person or entity as a proxy to accomplish an act otherwise prohibited herein.

(b) Restricted Client Protections. The Reese Defendants shall not directly or indirectly: (i) Offer, sell, solicit, quote, place, provide, renew, or service any insurance product or service to or on behalf of any Restricted Client; or (ii) take any action intended, or reasonably likely, to cause any vendor, insurance carrier, wholesale broker, Restricted Client, other client of AP, or any other third party with a material business relationship with AP to cease or refrain from

doing business with AP. The term “Restricted Client” is defined to mean any of the entities identified in the confidential Appendix D to the Settlement Agreement and Mutual Release of Claims entered into between Plaintiff and the Reese Defendants.

(c) Employee Protections. The Reese Defendants shall not solicit, hire, engage, or seek to induce any of AP’s current employees to terminate such employee’s employment with AP for any reason, including, without limitation, to work for one of the Reese Defendants or a competitor of AP.

4. Warranty and Representation Regarding Confidential Information. As of the date of this Stipulated Permanent Injunction, the Reese Defendants warrant and represent that they have returned to AP, and do not possess, any of AP’s “Confidential Information,” as that term is defined above, that is in tangible form, whether hard copy or electronic.

5. Further Injunctive Relief. If necessary, this Stipulated Permanent Injunction may be enforced by seeking relief from this Court by way of a motion for contempt for a breach. If any of the Reese Defendants violate this Stipulated Permanent Injunction, he, she, or it further agrees that AP may be threatened with irreparable harm, which may justify immediate injunctive relief and that the other party may request that a Court of appropriate jurisdiction, including this Court, order an appropriate remedy without the requirement of posting a bond.

6. No Admission of Liability. This Stipulated Permanent Injunction is not an admission of wrongdoing by any party.

SO STIPULATED this 28th day of June, 2023:

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: /s/ James M. Barrett

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Of Attorneys for Defendants G. Scott Reese, Susan
Reese, and S&S Investments Management, LLC

¹ Authorization to sign received by email on June 28, 2023.

* * * * *

IT IS SO ORDERED:

This _____ day of _____, 2023.

HONORABLE MICHAEL J. MCSHANE

Presented by:

/s/ James M. Barrett

James M. Barrett, OSB No. 011991

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

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